

**321—25.22(231C) Occupancy agreement.**

**25.22(1)** Prior to the tenant's taking occupancy, the tenant or tenant's legal representative, if applicable, and the program shall enter into an occupancy agreement that clearly describes the rights and responsibilities of the tenant and of the program, and shall sign a managed risk policy disclosure statement.

**25.22(2)** The occupancy agreement shall be in 12-point type or larger, and be written in language using plain, commonly understood terms and, to the extent possible, be easy to understand by the tenant or the tenant's legal representative.

**25.22(3)** The written occupancy agreement shall include, but not be limited to, the following information in the body of the agreement or in the supporting documents and attachments:

*a.* A description of all fees, charges, and rates describing tenancy and basic services covered, and any additional and optional services and their related costs.

*b.* A statement regarding the impact of the fee structure on third-party payments, and whether third-party payments and resources are accepted by the assisted living program.

*c.* The procedure followed for nonpayment of fees.

*d.* Identification of the party responsible for payment of fees and identification of the tenant's representative, if any.

*e.* The term of the occupancy agreement.

*f.* A statement that the assisted living program shall notify the tenant or the tenant's representative, as applicable, in writing at least 30 days prior to any change being made in the occupancy agreement with the following exceptions:

(1) When the tenant's health status or behavior constitutes a substantial threat to the health or safety of the tenant, other tenants, or others, including when the tenant refuses to consent to relocation.

(2) When an emergency or a significant change in the tenant's condition results in the need for the provision of services that exceed the type or level of services included in the occupancy agreement and the necessary services cannot be safely provided by the assisted living program.

*g.* A statement that all tenant information shall be maintained in a confidential manner to the extent required under state and federal law.

*h.* Occupancy, involuntary transfer, and transfer criteria and procedures, which ensure a safe and orderly transfer. The internal appeals process provided relative to an involuntary transfer.

*i.* The program's policies and procedures for addressing grievances between the assisted living program and the tenants, including grievances relating to transfer and occupancy.

*j.* A statement of the prohibition against retaliation as prescribed in Iowa Code Supplement section 231C.13.

*k.* The emergency response policy.

*l.* The staffing policy which specifies if the staff is available 24 hours per day, if nurse delegation will be used, and how staffing will be adapted to meet changing tenant needs.

*m.* In dementia-specific assisted living programs, a description of the services and programming provided to meet the life skills and social activities of tenants.

*n.* The refund policy.

*o.* A statement regarding billing and payment procedures.

*p.* The telephone number for filing a complaint with DIA.

*q.* The telephone number for the office of the tenant advocate.

*r.* A copy of the program's statement on tenants' rights.

*s.* A statement that the tenant landlord law applies to assisted living programs.

**25.22(4)** A copy of the occupancy agreement shall be provided to the tenant or the tenant's legal representative, if any, and a copy shall be kept by the program.

**25.22(5)** The occupancy agreement shall be reviewed and updated as necessary to reflect the change in the services and financial arrangements.

**25.22(6)** A copy of the most current occupancy agreement form shall be made available to the general public upon request. The basic marketing material shall include a statement that a copy of the occupancy agreement is available to all persons upon request.

**25.22(7)** A tenant who is subject to an involuntary transfer shall have the right to an internal appeal of the transfer before the transfer occurs.